

Fill in this information to identify the case:

Debtor 1 Holly J. Tibbets  
Debtor 2 Joshua J. Tibbets  
United States Bankruptcy Court for the: District of Massachusetts  
Case number: 18-12346

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment is due. See Bankruptcy Rule 3002.1.

Name of creditor: **NWL Company, LLC**

Court claim no. (if known): **4**

Last 4 digits of any number you use to identify the debtor's account: **9382**

Date of payment change: **03/01/2022**  
Must be at least 21 days after date of this notice

New total payment: **\$1,238.29**  
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☐ No

☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with the applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: **\$490.73**

New escrow payment: **\$511.00**

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate:  
Current Principal and interest payment:

New interest rate:  
New principal and interest payment:

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect).

Reason for change:

Current mortgage payment:

New mortgage payment:

Debtor 1 Holly J. Tibbets  
First Name Middle Name Last Name Case number (if known) 18-12346

Part 4: Sign Below

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

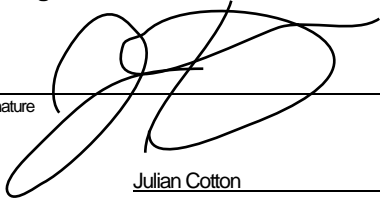
Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

Signature



Date

1/24/2022

Print: Julian Cotton

Title Authorized Agent for Creditor

Company Padgett Law Group

Address 6267 Old Water Oak Road, Suite 203

Tallahassee FL, 32312

Contact phone (850) 422-2520

Email PLGinquiries@padgettlawgroup.com

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished to the parties on the attached Service List by electronic service and/or by First Class U.S. Mail on this the 24th day of January, 2022.



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JULIAN COTTON  
PADGETT LAW GROUP  
6267 Old Water Oak Road, Suite 203  
Tallahassee, FL 32312  
(850) 422-2520 (telephone)  
(850) 422-2567 (facsimile)  
PLGinquiries@padgettlawgroup.com  
*Authorized Agent for Creditor*

**SERVICE LIST (CASE NO. 18-12346)**

Debtor

Holly J. Tibbets  
101 Walnut Street  
East Bridgewater, MA 02333

Joint Debtor

Joshua J. Tibbets  
101 Walnut Street  
East Bridgewater, MA 02333

Attorney

Ronald N. Whitney  
Whitney Law Office  
549 Bedford St.  
Whitman, MA 02382

Trustee

Carolyn Bankowski-13-12  
Chapter 13-12 Trustee Boston  
P. O. Box 8250  
Boston, MA 02114

Assistant U.S. Trustee

John Fitzgerald  
Office of the US Trustee  
J.W. McCormack Post Office & Courthouse  
5 Post Office Sq., 10th Fl, Suite 1000  
Boston, MA 02109

P.O. Box 111209 Nashville, TN 37222

Return Service Only - Please do not send mail to this address



Online Information: [www.fayservicing.com](http://www.fayservicing.com)

**RETURN SERVICE REQUESTED**



8am-9pm CST Mon-Thur, 8:am-5pm Fri and 9am-1pm CST on Sat  
 Toll Free: (800) 495-7166  
 Fax: (630) 282-7548



**Correspondence:**  
 1601 LBJ Freeway Suite 150  
 Farmers Branch, TX 75234

ETTS HOLLY  
 JOSH J TIBBETTS  
 101 WALNUT ST  
 EAST BRIDGEWATER, MA 02333

Analysis Date:

12/28/21

Loan Number:

Borrower Name:

J TIBBETTS HOLLY

Co-borrower Name:

JOSH J TIBBETTS

Each year Fay Servicing, LLC reviews your escrow account to determine your new monthly escrow payment. As you may know, we collect funds and hold them in your escrow account to pay property taxes and insurance premiums on your behalf. Below are answers to the most commonly asked questions we receive about the annual escrow analysis and details related to your account.

**1. What is the amount of my new monthly payment starting March 01, 2022?**

Payment Items	Current Payment	New Payment	Difference
Total Payment	1,218.02	1,238.29	20.27
Portion Going to Escrow	490.73	511.00	20.27

- Note:** If you currently use a third party bill pay service to make automatic payments, please update the amount scheduled to reflect the new payment amount listed above. If you are currently set up on automatic payments with Fay Servicing, this new amount will automatically take effect with your March payment.

**2. What are the most common reasons that my escrow payment may change from year to year?**

- A. Increases or Decreases in Amounts Billed** – The amount we collect each month to be held in your escrow account may change based on increases or decreases to your property taxes, mortgage insurance premiums, or homeowner's insurance premiums. The information below compares the amounts Fay Servicing expected to pay for each item this past year from your escrow account to the actual amounts that were paid or will be due. The difference column reflects the increase or decrease for each escrowed item.

Escrowed Item	Anticipated Amounts Due	Actual Amounts Paid or Due	Difference
CITY/TOWN 1S	\$921.12	\$921.12	\$0.00
CITY/TOWN 2N	\$921.12	\$921.12	\$0.00
CITY/TOWN 3R	\$927.61	\$927.61	\$0.00
CITY/TOWN 4T	\$1,855.23	\$1,855.23	\$0.00
HOMEOWNERS I	\$1,263.72	\$1,507.00	\$243.28
<b>Total Annual Escrow Payments</b>	<b>\$5,888.80</b>	<b>\$6,132.08</b>	<b>\$243.28</b>
<b>Monthly Escrow Payments</b>	<b>\$490.73</b>	<b>\$511.00</b>	<b>\$20.27</b>

- B. Repayment of Escrow Shortage or Surplus** - According to the projections shown in Table 1 on the reverse side, your escrow account will rise above the minimum required balance of \$1,022.00 in August. This means you have a **surplus** of \$1,763.12 in your escrow account.

Projected Low Escrow Balance	Allowable Low Escrow Balance	Surplus*
-\$3,749.76	minus \$1,022.00	equals \$1,763.12*

\* An Escrow Adjustment of \$6,534.88, scheduled to be repaid through the bankruptcy, is included in this calculation.

**ESCROW SURPLUS SUMMARY**

Name: J TIBBETTS HOLLY  
 JOSH J TIBBETTS

Surplus Amount: \$1,763.12

The surplus is being retained in your account.

If you have any questions regarding this surplus amount, please contact us at (800) 495-7166.

**FAY**  
 SERVICING

**ESCROW ACCOUNT PROJECTIONS AND ACTIVITY HISTORY**

Table 1 shows a month by month estimate of the activity we anticipate will occur in your escrow account over the next 12 months. This table shows the projected low balance point that is used to calculate an escrow surplus or shortage.

**TABLE 1 - ACCOUNT PROJECTIONS**

<u>Month</u>	<u>Description</u>	<u>Payments Estimate</u>	<u>Disbursements Estimate</u>	<u>Total Balance</u>	<u>Minimum Required</u>	<u>Difference</u>
03/22	Beginning Balance	511.00	0.00	-\$2,532.41	1,022.00	-3,043.41
04/22	CITY/TOWN 4T	511.00	1,855.23	-3,365.64	1,022.00	-4,387.64
05/22		511.00	0.00	-2,854.64	1,022.00	-3,876.64
06/22		511.00	0.00	-2,343.64	1,022.00	-3,365.64
07/22	CITY/TOWN 1S	511.00	921.12	-2,753.76	1,022.00	-3,775.76
08/22	HOMEOWNERS I	511.00	1,507.00	-3,749.76	1,022.00	-4,771.76 **
09/22		511.00	0.00	-3,238.76	1,022.00	-4,260.76
10/22	CITY/TOWN 2N	511.00	921.12	-3,648.88	1,022.00	-4,670.88
11/22		511.00	0.00	-3,137.88	1,022.00	-4,159.88
12/22		511.00	0.00	-2,626.88	1,022.00	-3,648.88
01/23	CITY/TOWN 3R	511.00	927.61	-3,043.49	1,022.00	-4,065.49
02/23		511.00	0.00	-2,532.49	1,022.00	-3,554.49
<b>Totals</b>		<b>\$6,132.00</b>	<b>\$6,132.08</b>			

\*\*Low Balance used to determine escrow overage or shortage.

Federal law (RESPA) allows lenders to maintain a two month cushion in an escrow account. A lower cushion may be required under state law. The cushion helps minimize the amount your escrow account could be overdrawn if tax or insurance payments increase.

Table 2 itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. Last year estimates are next to the actual activity. The letter 'E' beside an amount indicates that the payment or disbursement has not yet occurred, but is estimated to occur as shown. An asterisk (\*) indicates a difference from a previous estimate either in the date or amount and may be caused by any of the following:

- The actual amount of insurance or taxes paid since your last Escrow Analysis Statement was higher or lower than anticipated
- Additional funds were applied to your escrow account
- The time elapsed between payments to escrow and disbursement from escrow was shorter or longer than anticipated on your last Escrow Analysis Statement.

**TABLE 2 - ESCROW ACTIVITY HISTORY**

<u>Month</u>	<u>Description</u>	<u>Payments Estimate</u>	<u>Actual</u>	<u>Projected Disbursements Estimate</u>	<u>Actual</u>	<u>Total Balance</u>
<b>History</b>	Beginning Balance					-\$2,586.26
01/22	CITY/TOWN 3R	490.73	490.73 E	927.61	927.61 E	-3,023.14
02/22		490.73	490.73 E	0.00	0.00	-2,532.41
<b>Totals</b>		<b>\$981.46</b>	<b>\$981.46</b>	<b>\$927.61</b>	<b>\$927.61</b>	

**IMPORTANT NOTICES**

ACH Debit Borrowers: You have previously authorized Fay Servicing, LLC to automatically debit your bank account each month for the amount of your monthly payment of principal, interest, and escrow (if applicable). Please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein, Fay Servicing, LLC is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing, LLC at least three (3) business days prior to your next scheduled debit.

Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

**CREDIT REPORTING**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**IMPORTANT BANKRUPTCY NOTICE**

**Bankruptcy (if applicable)** - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

**NOTICE TO CUSTOMERS**

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at:

Fay Servicing, LLC  
**Attn: Customer Service Department**  
3000 Professional Drive, Suite A  
Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-9pm CST Mon-Thur, 8:am-5pm Fri and 9am-1pm CST on Sat.

**MINI MIRANDA**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**HUD STATEMENT**

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD-approved housing counseling agencies by calling the HUD nationwide toll-free telephone number at (800) 569-4287.

**EQUAL CREDIT OPPORTUNITY ACT NOTICE**

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission  
Equal Credit Opportunity  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261  
[www.ftc.gov](http://www.ftc.gov)

**SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)** - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: <http://legalassistance.law.af.mil/content/locator.php>.

**PROPERTY INSPECTIONS**

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, Fay Servicing, LLC may inspect your property to determine that it is being maintained and occupied. As needed or required, Fay Servicing, LLC may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

**Disputed Debts:** If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.

Massachusetts Property Owners - NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR. PLEASE SUBMIT YOUR WRITTEN REQUEST TO STOP SUCH COLLECTION CALLS TO Fay Servicing, LLC, 1601 LBJ Freeway Suite 150, Farmers Branch, TX 75234. The telephone number and hours of availability for Fay Servicing, LLC are as follows: (800) 495-7166, 8am-9pm CST Mon-Thur, 8:am-5pm Fri and 9am-1pm CST on Sat.